

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.04-060
ANNUAL REQUIREMENTS FOR
STRUCTURAL CLOTHING FOR FIRE FIGHTING

DATE: July 30, 2004

CONTRACT PERIOD: July 1,2004 thru June 30,2005

CONTRACTOR: (Total Fire Group/Morning Pride Mfg LLC)
Jacobsen Fire Equipment Co.
140 West Cornhusker Hwy.
Lincoln, NE 68521

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Scott Wrobliski
Telephone No.: 402/474-4203
FAX No.:
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Boots:

| | |
|---|----------|
| Ranger 5128 Insulated Bunker Fire Boot | \$ 84.40 |
| Norcross Fire Breaker 1467 Series Insulated Fire Boot | \$ 86.04 |

Helmet:

| | |
|---------------------------------------|----------|
| Morning Pride HT-HDO-LF+ | \$ 86.02 |
| Morning Pride HR-2 FS 12L Face Shield | \$ 25.21 |

Tail Coat and Pants:

| | |
|--------------------------------------|----------|
| Morning Pride BPR 3232 T-Z Tail Coat | \$836.63 |
| Morning Pride BPR 3232 P-Z Pants | \$543.13 |

Full Shoulder Head Socks (hood)

| | |
|------------------------------|----------|
| Morning Pride HDFCP84-N Hood | \$ 20.39 |
|------------------------------|----------|

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO #70785
Dated 7/21/04

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**SUPPLY OF FIRE FIGHTER PROTECTIVE GEAR
SPECIFICATION 04-060**

Contractor: Jacobsen Fire Equipment Company

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this ____ day of ____ 2004, by and between **Jacobsen Fire Equipment Company,** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

To be the Supplier of Bunker Gear (coat and pants), boots, helmets and hoods.

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$ 454,091.40

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The delivery shall be upon receipt of orders.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

** The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

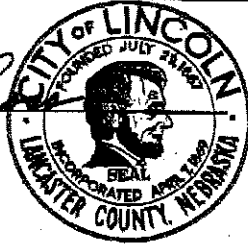
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 70785
dated 7-21-04

EXECUTION BY CONTRACTOR**IF A CORPORATION:**

ATTEST:

Secretary

(SEAL)

Jacobsen Fire Equipment Co.,

Name of Corporation

140 West Cornhusker Hwy. Lincoln NE68521 (Address)

By:

Duly Authorized Official

Fac. Mng.

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE WITH THE RFP

Company Name Total Fire Group/Morning Pride MFG L.L.C.

PROPOSAL

SPECIFICATION NO. 04-060

Bid Opening Time: 12:00 Noon

Date: WEDNESDAY, Date March 24, 2004

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specification, Contract and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE REQUIREMENTS FOR:
STRUCTURAL FIRE FIGHTING CLOTHING**

Bidding Schedule

| ITEM NO | description | qty | unit price | total price |
|---------|---|------------------|------------|----------------|
| 1. | Gloves | 270 pr / 3 years | \$ 53.91 | \$ _14,555.70_ |
| | Mfg. <u>Morning Pride</u> | | | |
| | Prod. No. <u>GL-HNO-EWG</u> | | | |
| 2. | Boots, as follows | | | |
| 2a. | Ranger 5128 Insulated Bunker Fire Boot | 270 pr / 3 years | \$ 84.40 | \$ _22,788.00_ |
| | Mfg. <u>Ranger</u> | | | |
| | Prod. No. <u>Ranger 5128 boot</u> | | | |
| 2b. | Norcross Fire Breaker 1467 Series insulated Fire Boot | | | |
| | Mfg. <u>Norcross/Servus</u> | 270 pr / 3 years | \$ 86.04 | \$ _23,230.80_ |
| | Prod. No. <u>Servus 1467</u> | | | |
| 3a. | Helmet | 270 pr / 3 years | \$ 86.02 | \$ _23,225.40_ |
| | Mfg. <u>Morning Pride</u> | | | |
| | Prod. No. <u>HT-HDO-LF+</u> | | | |
| 3b. | Face Shields only | 270 pr / 3 years | \$ 25.21 | \$ _6,806.70_ |
| | Mfg. <u>Morning Pride</u> | | | |
| | Prod. No. <u>HR-2 FS 12L</u> | | | |

Company Name: Total Fire Group/Morning Pride MFG L.L.C.

| ITEMS NO. | DESCRIPTION | QTY. | UNIT PRICE | TOTAL PRICE |
|-----------|-----------------------------------|------------------|------------|---------------|
| 4. | Morning Pride Tail Coat and Pants | | | |
| 4.a. | BPR-1231 Tail Coat, Bronze | 270 pr / 3 years | \$ 836.63 | \$ 225,890.10 |
| | Mfg. <u>Morning Pride</u> | | | |
| | Prod. No. <u>BPR 3232 T-Z</u> | | | |
| 4.b. | BPRPOS32Z Pants, Bronze | 270 pr / 3 years | \$ 543.13 | \$ 146,645.10 |
| | Mfg. <u>Morning Pride</u> | | | |
| | Prod. No. <u>BPR 3232 P-Z</u> | | | |
| 5. | Full Shoulder Head Socks (hood) | 270 pr / 3 years | \$ 20.39 | \$ 5,505.30 |
| | Mfg. <u>Morning Pride</u> | | | |
| | Prod. No. <u>HD-FCP84-N</u> | | | |
| 6. | Total Proposal | | | \$468,647.10 |

PRICING MUST BE SUBMITTED IN A separate SEALED ENVELOPE WITH THE RFP

BID SECURITY REQUIRED: Yes _____ Amount: _____ No: X

Special provisions for Commodity Terms Contracts are included with the specifications document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

TERM of CONTRACT is one (1) year, July 1, 2004, through June 31, 2005.

Contract Extension Renewal is an option: Yes: _____
No: _____

TERM PRICE CLAUSE: BIDDER MUST STATE

a) Bid Prices firm for the full contract period: _____ : or

b) Bid Prices subject to escalation/de-escalation: No more than 5% is added to the present cost.

c) If b), state period for which prices will remain firm:

Through 1 year from date of award.

INTERLOCAL PURCHASING: The City/County desires to make available to other local governments entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision order in accordance with the contract terms and conditions, in addition to order from the City of Lincoln/Lancaster County.

XX Yes _____ No

If "Yes", Contract suppliers or suppliers may honor pricing and extend the contract to political subdivisions, cities, and counties. Terms and conditions of the contract must be met by political subdivisions, cities, and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated to liable for any purchases by these political subdivisions, cities, and counties.

COMPANY REPRESENTATIVE responsible for the administration of the Agreement:

NAME: Denyse C. Marshall
TITLE: Bid Coordinator
PHONE NO.: 937-264-2677